

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MASHPEE

FORM D  
COVENANT

The undersigned \_\_\_\_\_ of \_\_\_\_\_  
County, Massachusetts, hereinafter called the "Covenantor," having submitted to the Mashpee Planning Board a definitive  
plan of a subdivision, entitled \_\_\_\_\_ dated  
\_\_\_\_\_ made by \_\_\_\_\_, does hereby covenant and  
agree with said Planning Board and the successors in office of said Board, pursuant to G.L. (Ter. Ed.) C. 41, Sec. 81U, as  
amended, that:

1. The covenantor is the owner of record of the premises shown on said plan;
2. This covenant shall run with the land and be binding upon the executors, administrators, heirs, assigns of  
the covenantor, and their successors in title to the premises shown on said plan;
3. The construction of ways and the installation of municipal services shall be provided to serve any lot in  
accordance with the applicable Rules and Regulations of said Board before such lot may be built upon or  
conveyed, other than by mortgage deed; provided that a mortgagee who acquires title to the  
mortgaged premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises  
or part thereof may sell any such lot, subject only to that portion of this covenant which provides that  
no lot so sold shall be built upon until such ways and services have been provided to serve such lot;
4. Nothing herein shall be deemed to prohibit a conveyance subject to this covenant by a single deed of  
the entire parcel of land shown on the subdivision plan or of all lots not previously released by the  
Planning Board without first providing such ways and services;
5. This covenant shall take effect upon the approval of said plan;
6. Reference to this covenant shall be entered upon such plan and this covenant shall be recorded when  
said plan is recorded.

The undersigned \_\_\_\_\_  
wife, husband of the covenantor hereby agree that such interest as I, we, may have in said premises shall be subject to  
the provisions of this covenant and insofar as is necessary release all rights of tenancy by the courtesy, dower, homestead  
and other interest therein.

EXECUTED as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned notary public, personally  
appeared

\_\_\_\_\_, proved to me through satisfactory evidence of identification,  
which were \_\_\_\_\_, to be the person whose name is signed on the preceding  
or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.